

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gardner Asphalt Corporation		01/08/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dyco Paints Inc.		
Street Address:	5850 Ulmerton Rd		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33760		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4460792	DYCO PAINTS	
CORRESPONDENCE DATA			
Fax Number:	4073842601		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	407-384-6156		
Email:	trademarks@briangibbons.com		
Correspondent Name:	Brian R. Gibbons		
Address Line 1:	3936 S. Semoran Blvd., Suite 330		
Address Line 4:	Orlando, FLORIDA 32822		
NAME OF SUBMITTER:	Brian Gibbons		
SIGNATURE:	/Brian Gibbons/		
DATE SIGNED:	09/08/2015		
Total Attachments: 2			
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OP \$40.00 4460792

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Gardner Asphalt Corporation ("Assignor"), is a Delaware corporation whose address is 4161 E. 7th Avenue, Tampa, Florida 33605.

WHEREAS, Dyco Paints Inc. ("Assignee"), is a Florida corporation whose address is 5850 Ulmerton Rd, Clearwater, Florida 33760, wishes to establish sole rights in and ownership to the DYCO PAINTS mark (the "Mark"), together with the goodwill of the business in connection with which the Mark has been used (the "Goodwill").

WHEREAS, Assignor desires to assign any and all rights it may have in the Mark, together with the associated Goodwill, to Assignee, and Assignee desires to acquire said rights from Assignor.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

TERMS AND CONDITIONS

Section 1 - Assignment. In return for good and valuable considerations provided by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to the Mark and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, licensees, successors, assigns, and legal representatives, for the full extent of the life of the Mark, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made, including without limitation Registration No. 4460792 and any and all other applications and registrations for such Mark.

Section 2 - Defense of Rights. Assignor further grants to Assignee the right to sue for past infringement, dilution, and any other violation of rights in the Mark and the Goodwill. The expense of such suits to protect the rights in the Mark and the Goodwill shall be borne entirely by Assignee, and any and all recoveries from any suit or settlement shall go to Assignee.

Section 3 - Warranty. Assignor represents and warrants that it has full power to make this Assignment, and that Assignor has not and will not execute any agreement in conflict herewith.

Section 4 - Integration. This Agreement contains the entire understanding of the parties concerning the Mark, and supersedes previous verbal and written agreements or representations between the parties concerning the Mark.


IN WITNESS WHEREOF, Gardner Asphalt Corporation and Dyco Paints Inc. have caused this Assignment to be executed, to be effective as of January 8, 2015.

GARDNER ASPHALT CORPORATION:
(Assignor)

By: 
Raymond T. Hyer
CEO, Gardner Asphalt Corporation

Date: January 8, 2015

DYCO PAINTS INC.:
(Assignee)

By: 
Michael C. Hyer
COO, Dyco Paints, Inc.

Date: January 8, 2015